

AARON M. CLEFTON, Esq. (SBN 318680)  
REIN & CLEFTON, Attorneys at Law  
1423 Broadway #1133  
Oakland, CA 94612  
Telephone: 510/832-5001  
Facsimile: 510/832-4787  
info@reincleftonlaw.com

Attorneys for Plaintiff  
JAMES LLEWELLYN

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

JAMES LLEWELLYN,

Plaintiff,

v.

ANDY S SALOON CORPORATION  
dba CJ'S SALOON; OLD  
COURTHOUSE PROPERTIES  
INVESTMENT, LLC,

Defendants.

Case No. 3:23-cv-00976-JCS  
Civil Rights

**COURT ENFORCEABLE  
SETTLEMENT AGREEMENT AND  
~~PROPOSED~~ ORDER FOR  
INJUNCTIVE RELIEF**

Action Filed: March 3, 2023

1. Plaintiff JAMES LLEWELLYN filed a Complaint in this action on March 3, 2023, to enforce provisions of the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12101 *et seq.*, and California civil rights laws and to obtain recovery of damages for discriminatory experiences, denial of access, and denial of civil rights against Defendants ANDY S SALOON CORPORATION dba CJ'S SALOON and OLD COURTHOUSE PROPERTIES INVESTMENT, LLC. Plaintiff has alleged that Defendants violated Title III of the ADA; Sections 51, 52, 54, 54.1, and 54.3 of the California Civil Code; and Health and Safety Code §§ 19953 *et. seq.* by failing to provide full and equal access to patrons at CJ's Saloon, located at 548 Contra Costa Blvd., Pleasant Hill, California.

2. In order to avoid the costs, expense, and uncertainty of protracted litigation, Plaintiff ANDY S SALOON CORPORATION dba CJ'S SALOON and OLD COURTHOUSE PROPERTIES INVESTMENT, LLC (together sometimes the "Signing

Parties”) agree to entry of this Court Enforceable Settlement Agreement and Order to resolve all claims regarding injunctive relief raised in the Complaint without the need for protracted litigation. Accordingly, the Signing Parties agree to the entry of this Order without trial or further adjudication of any issues of fact or law concerning Plaintiff’s claims for relief. The Signing Parties have reached a separate settlement agreement regarding Plaintiff’s claims for damages, attorneys’ fees, and litigation expenses, which agreement fully and finally resolves Plaintiff’s claims for damages, including attorneys’ fees and litigation costs and expenses against Defendants.

**JURISDICTION:**

3. The Signing Parties to this Court Enforceable Settlement Agreement and Order agree that the Court has jurisdiction of this matter pursuant to 28 U.S.C. section 1331 for alleged violations of the Americans with Disabilities Act of 1990, 42 U.S.C. sections 12101 *et seq.* and pursuant to supplemental jurisdiction for alleged violations of California Civil Code sections 51, 54, and 54.1.

WHEREFORE, the Signing Parties to this Court Enforceable Settlement Agreement hereby agree and stipulate to the Court's entry of this Court Enforceable Settlement Agreement and Order, which provide as follows:

**SETTLEMENT OF INJUNCTIVE RELIEF:**

4. This Order shall be a full, complete, and final disposition and settlement of Plaintiff’s claims against Defendants for injunctive relief that have arisen out of the subject Complaint.

5. The Parties agree and stipulate that the corrective work will be performed in compliance with the standards and specifications for disabled access as set forth in the California Code of Regulations, Title 24-2, and Americans with Disabilities Act Standards for Accessible Design, unless other standards are specifically agreed to in this Court Enforceable Settlement Agreement and Order.

**a. Physical Remedial Measures and Administrative Procedures:**

i. Defendants shall make the restroom a unisex restroom.

- ii. Defendants shall remove all toilet stall partitions in restroom.
- iii. Defendants shall install an automatic door opener at the restroom door to solve the strike edge clearance issue.
- iv. Defendants shall relocate the toilet paper dispenser to 7 -9 inches in front of the toilet, between 15-18 above the finished floor.
- v. Defendants shall install a lowered section of the bar, for example a shelf on a hinge.
- vi. Defendants shall install a compliant ramp to the exterior seating area.

b. **Timing:** Defendants will complete remediation of each item above by June 1, 2024. If unforeseen difficulties prevent Defendants from completing any of the agreed-upon injunctive relief, Defendants or its counsel will notify Plaintiff's counsel in writing within seven (7) days of discovering the delay. Plaintiff will have thirty (30) days to investigate and meet and confer with Defendants, and to approve the delay by stipulation or otherwise respond to Defendants' notice. If the Parties cannot reach agreement regarding the delay within that time period, Plaintiff may seek enforcement by the Court. Plaintiff understands and agrees that the injunctive relief promised by Defendants in this Stipulation requires the approval and cooperation of third parties, such as local government permitting officials, and that while Defendants will do everything in its power to facilitate the promised remediation by the deadline specified above, there may be unforeseen delays caused by third parties not under the control of Defendants.

c. If Defendants fail to provide injunctive relief on the agreed upon timetable and Plaintiff files a motion with the Court to obtain compliance with these terms, the Parties agree to Plaintiff's right to

1 seek additional attorney's fees for any compliance work necessitated  
2 by Defendants' failure to keep this agreement. Defendants reserve the  
3 right to oppose any such requests. If the Parties disagree, the parties  
4 agree to participate in a Magistrate Judge-conducted Settlement  
5 Conference for the purposes of resolving the disputed fees. If the  
6 Settlement Conference fails to resolve the fee dispute, Plaintiff can  
7 seek an order directing the Defendants to pay Plaintiff's reasonably  
8 incurred fees for the enforcement.

9 **DAMAGES, ATTORNEYS' FEES, LITIGATION EXPENSES, AND COSTS:**

10 6. The Parties have reached a separate settlement agreement regarding Plaintiff's  
11 claims for damages, attorneys' fees, and litigation expenses, which agreement fully and  
12 finally resolves Plaintiff's claims for damages, including attorneys' fees and litigation costs  
13 and expenses against Defendants. The Parties request that the Court retain jurisdiction to  
14 enforce that monetary settlement agreement.

15 **ENTIRE COURT ENFORCEABLE SETTLEMENT AGREEMENT AND ORDER:**

16 7. This Court Enforceable Settlement Agreement and Order constitute the entire  
17 agreement between the Signing Parties on the matters of injunctive relief, and no other  
18 statement, promise, or agreement, either written or oral, made by any of the Signing Parties  
19 or agents of any of the Signing Parties that is not contained in this written Court Enforceable  
20 Settlement Agreement and Order, shall be enforceable regarding the matters of injunctive  
21 relief described herein.

22 **MUTUAL RELEASE AND WAIVER OF CIVIL CODE SECTION 1542:**

23 8. Each of the Signing Parties to this Court Enforceable Settlement Agreement  
24 and Order understands and agrees that there is a risk and possibility that, subsequent to the  
25 execution of this Court Enforceable Settlement Agreement and Order, any or all of them will  
26 incur, suffer, or experience some further loss or damage with respect to the lawsuit that is  
27 unknown or unanticipated at the time this Court Enforceable Settlement Agreement and  
28 Order is signed. Except for all obligations required in this Court Enforceable Settlement

1 Agreement and Order, the Signing Parties intend that this Court Enforceable Settlement  
2 Agreement and Order apply to all such further loss with respect to the lawsuit, except those  
3 caused by the Signing Parties subsequent to the execution of this Court Enforceable  
4 Settlement Agreement and Order. Therefore, except for all obligations required in this Court  
5 Enforceable Settlement Agreement and Order, this Court Enforceable Settlement Agreement  
6 and Order shall apply to and cover any and all claims, demands, actions, and causes of action  
7 by the Signing Parties to this Court Enforceable Settlement Agreement with respect to the  
8 lawsuit, whether the same are known, unknown, or hereafter discovered or ascertained, and  
9 the provisions of Section 1542 of the California Civil Code are hereby expressly waived.

10 Section 1542 provides as follows:

11 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**  
12 **THAT THE CREDITOR OR RELEASING PARTY DOES NOT**  
13 **KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**  
14 **THE TIME OF EXECUTING THE RELEASE AND THAT, IF**  
15 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**  
16 **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR**  
17 **OR RELEASED PARTY.**

18 9. Except for all obligations required in this Court Enforceable Settlement  
19 Agreement and Order each of the Signing Parties to this Court Enforceable Settlement  
20 Agreement and Order, on behalf of each, their respective agents, representatives, predecessors,  
21 successors, heirs, partners, and assigns, releases and forever discharges each other Party and all  
22 officers, directors, shareholders, subsidiaries, joint venturers, stockholders, partners, parent  
23 companies, employees, agents, attorneys, insurance carriers, heirs, predecessors, and  
24 representatives of each other Party, from all claims, demands, actions, and causes of action of  
25 whatever kind or nature, presently known or unknown, arising out of or in any way connected  
26 with the lawsuit.

27 **TERM OF THE COURT ENFORCEABLE SETTLEMENT AGREEMENT AND**  
28 **ORDER:**

10. This Court Enforceable Settlement Agreement and Order shall be in full force  
and effect for a period of twelve (12) months after the date of entry of this Court Enforceable  
Settlement Agreement and Order by the Court.

1 **SEVERABILITY:**

2 11. If any term of this Court Enforceable Settlement Agreement and Order is  
3 determined by any court to be unenforceable, the other terms of this Court Enforceable  
4 Settlement Agreement and Order shall nonetheless remain in full force and effect.

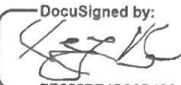
5 **SIGNATORIES BIND SIGNING PARTIES:**

6 12. Signatories on the behalf of the Signing Parties represent that they are  
7 authorized to bind the Signing Parties to this Court Enforceable Settlement Agreement and  
8 Order. This Court Enforceable Settlement Agreement and Order may be signed in  
9 counterparts and a facsimile signature shall have the same force and effect as an original  
10 signature.

11  
12 **END OF PAGE.**  
13 **SIGNATURES CONTINUE ON THE NEXT PAGE AND ORDER IS AT THE END**  
14 **OF THE DOCUMENT.**

1 Dated: 12/21/2023

PLAINTIFF JAMES LLEWELLYN

DocuSigned by:  
  
FE665DE45C8B430

JAMES LLEWELLYN

2  
3  
4  
5 Dated: 12/22/23

DEFENDANT ANDY S SALOON  
CORPORATION dba CJ'S SALOON

6  
7 By: 

8 Print name:

9 Title:

10 Dated: 12/21/23

DEFENDANT OLD COURTHOUSE  
PROPERTIES INVESTMENT, LLC

11  
12 By:   
John Tsern (Dec 21, 2023 15:20 PST)

13 Print name: John Tsern

14 Title: Manager

15 Approved as to form:

16 Dated: 12/21/2023

REIN & CLEFTON

DocuSigned by:  
  
80A73A083CEC42C

17 By: AARON M. CLEFTON, ESQ.

18 Attorneys for Plaintiff

19 JAMES LLEWELLYN

20  
21 Dated: 12/21/2023

LAW OFFICE OF RICK MORIN, PC

22  
23 

24 By: RICK MORIN, ESQ.

25 Attorneys for Defendants

26 ANDY S SALOON CORPORATION dba CJ'S  
27 SALOON and OLD COURTHOUSE  
28 PROPERTIES INVESTMENT, LLC

**ORDER**

Pursuant to stipulation, and for good cause shown, IT IS SO ORDERED.

Dated: January 4, ~~2023~~<sup>2024</sup>



Honorable Joseph C. Spero  
U.S. Magistrate Judge